

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM581035

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AG Growth International Inc.		05/13/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	595 Bay Street		
<b>Internal Address:</b>	CPS-5th Floor West		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5G 2C2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88720455	AGI	
<b>Registration Number:</b>	4728684	BINCHECK	
<b>Registration Number:</b>	3626144	BINMANAGER	
<b>Registration Number:</b>	5661673	COMPASS	
<b>Serial Number:</b>	88720476		
<b>Registration Number:</b>	5967781	SURETRACK FARM	
<b>Registration Number:</b>	5967782	SURETRACK PRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4168657380		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	416-865-7697		
<b>Email:</b>	jkkim@torys.com		
<b>Correspondent Name:</b>	Torys LLP		
<b>Address Line 1:</b>	79 Wellington St. W.		
<b>Address Line 2:</b>	30th Floor, Box 270		
<b>Address Line 4:</b>	Toronto, CANADA M5K 1N2		
<b>NAME OF SUBMITTER:</b>	Julie Kim		
<b>SIGNATURE:</b>	/Julie Kim/		

OP \$190.00 88720455

<b>DATE SIGNED:</b>	06/12/2020
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**Total Attachments: 5**

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**SUPPLEMENT  
TO  
TRADEMARK SECURITY AGREEMENT**

**TO:** CANADIAN IMPERIAL BANK OF COMMERCE, as collateral agent

**DATE:** May 13, 2020

**RECITALS:**

A. Reference is made to the Trademark Security Agreement (the “**Trademark Security Agreement**”) dated as of November 14, 2018 entered into by AG GROWTH INTERNATIONAL INC. (the “**Grantor**”) in favour of CANADIAN IMPERIAL BANK OF COMMERCE, as collateral agent for the Secured Parties (the “**Agent**”).

B. Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Trademark Security Agreement, including the definitions of terms incorporated in the Trademark Security Agreement by reference to other agreements.

C. The Grantor has acquired additional Trademark Collateral since the date of the Trademark Security Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Grantor, the Grantor agrees with and in favour of the Agent (for its own benefit and for the benefit of the Secured Parties) as follows:

1. Each trademark, trademark application and/or trademark registration listed in Schedule A to this Supplement shall be and become a part of the trademarks, trademark applications and/or trademark registrations referred to in Schedule 1 of the Trademark Security Agreement, and as such, forms a part of the Trademark Collateral to which the Grantor has charged and granted, and does hereby charge and grant, to the Agent a continuing security interest in all of the Grantor’s right, title and interest therein.

2. All of the information set out with respect to the Grantor’s trademark, trademark application and/or trademark registration in Schedule 1 of the Trademark Security Agreement, as supplemented by Schedule A to this Supplement is accurate and complete as of the date of this Supplement.

3. This Supplement may be executed in counterparts, each of which will be deemed to be an original and which together will constitute one and the same agreement. Electronic delivery of an executed signature page to this Supplement by either party by electronic transmission will be as effective as delivery of a manually executed copy of the Supplement by such party.

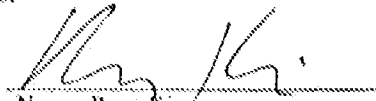
4. This Supplement shall be governed by and construed in accordance with the laws of the State of New York.

5. This Supplement shall be binding upon the Grantor and its successors.

[signatures on the next following page]

Dated as of the first date set out above.


**AG GROWTH INTERNATIONAL INC.,**  
as Grantor

By:   
Name: Ryan Kipp  
Title: Senior Vice President, Legal  
and General Counsel

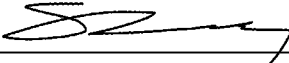
*{Signature Page to Supplement to U.S. Trademark Security Agreement (AGI)}*

Acknowledged by:

**CANADIAN IMPERIAL BANK OF  
COMMERCE, as Agent**

By:   
\_\_\_\_\_

Name: Kevin Charko  
Title: Executive Director

By:   
\_\_\_\_\_

Name: Stephen Redding  
Title: Managing Director

## SCHEDULE A

### TRADEMARKS

Mark	Application # / Registration #	Country	Status	Applicant / Registered Owner
<b>AGI Design</b>	88/720,455	US	Application	Ag Growth International Inc.
<b>BINCHECK</b>	4728684	US	Registered	Ag Growth International Inc.
<b>BINMANAGER</b>	3626144	US	Registered	Ag Growth International Inc.
<b>COMPASS</b>	5661673	US	Registered	Ag Growth International Inc.
<b>Rolling Hills Design</b>	88/720476	US	Application	Ag Growth International Inc.
<b>SMARTCABLES</b>	4741068	US	Registered	Ag Growth International Inc.
<b>SMARTCABLES</b>	4790711	US	Registered	Ag Growth International Inc.
<b>SURETRACK FARM</b>	5,967,781	US	Registered	Ag Growth International Inc.
<b>SURETRACK PRO</b>	5,967,782	US	Registered	Ag Growth International Inc.